



# **Request for Qualifications (RFQ)**

**As Governed by  
Florida Statute 287.055**

**RFQ 24-03-28**

## **Construction Total Program Management**

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Exhibits – N/A

Sealed offers for furnishing the professional services described herein will be received by the **City Clerk's office**, until 1:00 pm, Central (local) time on March 28, 2024. No offers will be accepted after the above stipulated date and time. This is an advertised solicitation, and the Proposers will be publicly read in the City Hall Council Chambers, 198 N. Wilson St., Crestview, Florida at 1:00 pm March 28, 2024. or as soon thereafter as possible. Only the names of the Proposers and verification of bond submittal, if applicable, will be publicly announced.

Sealed proposals received by the City pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Article I of the Florida State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. All other information will be subject to Florida's Open Government Laws regarding public contracting.

**This is a Request for Qualifications and subject to the Consultants Competitive Negotiation Act (CCNA) per s. 287.055, Florida Statutes.**

## **I. INTRODUCTION**

### **A. BACKGROUND AND PURPOSE**

The City of Crestview (hereinafter referred to as "City") was organized in 1916 and is governed by an elected board of five council members. Members of the council are elected to serve four-year terms. The city serves a population of over 20,000 residents in northwest Florida panhandle within an area of 16 square miles in Okaloosa County. In keeping with its mission, the City provides police and fire services, emergency communications, animal control, water and sewer services, parks maintenance, street and stormwater maintenance, youth sports, planning and zoning, building inspections and permitting, and a full range of administrative services. The City of Crestview has approximately 270 employees.

The City is soliciting written Statements of Qualifications from professional firms desiring to provide Construction Total Program Management services (hereinafter referred to as "TPM"). The City intends to award a contract to the entity or entities which are deemed most qualified and responsive to this request. The TPM will be tasked various projects over the initial terms of the contract to include but not be limited to

1. Public Safety Building
2. Public Works Facility
3. City Hall Complex
4. Sports Complex and Recreation Facilities
5. New Park Facility at the Community Center Complex
6. Develop Repair or Replacement Schedule from the 2021 Matrix Facility Inventory and Operational Assessment
7. Twin Hills Gym Renovations
8. Various capital projects as assigned by task orders.

**B. SYNONYMOUS TERMS**

As used throughout this proposal and its attachments, the following terms are synonymous:

- a. Contractor, Firm, Proposer, are synonymous.
- b. Agreement, Contract, Purchase Order are synonymous.
- c. Project, Services, Scope, and Work are synonymous.

**C. DEFINITIONS**

- a. "The City," "City," and "City of Crestview" refer to the City of Crestview, Florida.
- b. "Contractor," "Firm," "Proposer," is any individual, entity, or combination thereof that submits a Proposal in response to this RFQ.
- c. "TPM" Construction Total Program Management

**II. SCHEDULE OF EVENTS AND COMMUNICATIONS**

**D. SCHEDULE OF EVENTS**

The following Schedule of Events represents the City's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m., Central (Local) time.

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the RFQ Schedule of Events. Proposers shall respond in a timely manner to the written RFQ and any exhibits, attachments, or addenda. **A Proposer's failure to submit a proposal as required before the deadline will cause the proposal to be disqualified. Late proposals will not be accepted, nor will additional time be granted to any potential Proposer.**

The City reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The City is not responsible for the failure of the Proposer to check for any RFQ document updates, changes, or answers to questions. Updates will be posted at <https://www.cityofcrestview.org/448/Bids-And-Requests> and emailed vendors who request email updates at the Proposers' Conference.

EVENT	DATE	TIME
City Issues RFQ	February 26, 2024	1:00 pm CST
Proposers Conference	March 14, 2024	2:00 pm CST
Deadline for Written Comments and Questions	March 7, 2024	4:00 pm CST
City Issues Responses to Written Comments and Questions	March 15, 2024	4:00 pm CST
Deadline - Proposals Due	March 28, 2024	1:00 pm CST
City Council Selection	April 8, 2024	6:00 pm
Anticipated Date for Contract Approval	TBD	TBD
Anticipated Contract Start Date	TBD	TBD

Prospective Proposers will participate in person. This pre-proposal conference will be recorded. **Attending the pre-proposal conference is optional and not required for proposal submission.**

Date: March 14, 2024

Time: 2:00 pm

#### **E. SINGLE POINT OF CONTACT**

Heather Sutton, Purchasing Specialist

[heathersutton@cityofcrestview.org](mailto:heathersutton@cityofcrestview.org)

City of Crestview - City Hall

PO Box 1209

198 N Wilson Street

Crestview, FL 32536

Ph. 850-682-1560

**All firms are hereby placed on formal notice that neither the City Council nor any employees from the City of Crestview Government are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit a response, or have submitted a response, for this project are not to contact City personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the City. Any such lobbying activities may cause immediate disqualification for this project.**

#### **F. COMMUNICATIONS REGARDING THE RFQ**

Upon release of this RFQ, all Proposer communications concerning this procurement must be directed to the Point of Contact named above. Unauthorized contact regarding the RFQ with other City employees of the procuring City agency may result in disqualification.

Questions concerning this document, including specifications, requirements, terms and/or conditions, etc. must be submitted in writing no later than the date and time in the Schedule of Events. Proposers are responsible for checking <https://www.cityofcrestview.org/448/Bids-And-Requests> for any RFQ document updates, changes, or answers to questions posted.

Any additional information not included in this solicitation which the City finds necessary and material to respond to the RFQ will be posted as an addendum <https://www.cityofcrestview.org/448/Bids-And-Requests>.

Any oral communications shall be considered unofficial and nonbinding on the City. Any irregularities or lack of clarity in the RFQ should be brought to the attention of the City for correction or clarification during the initial question and answer period.

### **III. SCOPE OF WORK**

It is Proposer's responsibility to propose a complete scope of work that explains in detail Proposer's offering and encompasses the requirements set forth below, which includes the minimum list of services and deliverables the selected provider is expected to provide the City. The City may modify the proposed scope of work to meet available funding or to best meet the needs of the City.

#### **G. OVERVIEW OF WORK REQUIREMENTS**

In accordance with the provisions of Section 1013.45, Florida Statutes and pursuant to the State of Florida's Consultants Competitive Negotiations Act, Section 287.055, Florida Statutes, the City will consider the selection of a Construction Total Program Management (the "TPM") firm for the providing of professional services for a construction total program management project consisting of a multiple-site program of remodeling, renovations, additions, and new projects which will be implemented in separate phases over a five (5) year period with one five (5) year extension upon mutual agreement.

#### **H. DETAILED SCOPE OF SERVICES**

During a period commencing with a Notice To Proceed issued by the City to the TPM firm and ending at the completion of the initial five-year term and any renewal term, the City intends to complete a series of construction, remodeling, renovation, and operations and maintenance projects, which will be enumerated in a Project List annually or more frequently if required. The decision by the City to go forward with any or all projects at any time may be a function of available funds or of other factors in the sole discretion of the City.

The initial term of this contract shall be for a period of five (5) years. The contract may be renewed for one additional five (5) year term upon mutual agreement and negotiation of the parties. The City may, at its option, assign tasks to the TPM firm at any time during the term of the contract or any contract renewals. Work assigned within the term of the contract may be completed pursuant to the schedule outlined within the specific assignment and/or task order and may run beyond the term of the contract.

The TPM may be engaged to develop groupings of projects each year that shall be considered as part of the annual budget process.

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The TPM firm will be solely and fully responsible for management of pre-design, design, construction, and post construction services including warranties for those projects in accordance with the method of construction and form of compensation, as selected to be the City's Owner's Representative, to be used by the TPM for each project (Guaranteed Maximum Price, Lump Sum Contract, Reimbursable Rate Contract, use of a Construction Manager at risk, or any other state approved construction delivery method). The City intends to hold the contracted TPM firm at risk for the on-time, on-budget, quality-specified completion of the projects to be managed by that firm and to require that firm to provide warranties which supersede and may survive any warranties by subcontractors, manufacturers, or materialmen.

The City intends that the TPM firm will have no conflict of interest or dual role as a contractor or subcontractor except as may be expressly authorized by the City in accordance with Florida law.

The TPM firm will be required to provide or cause to be provided upon request; performance and payment bonds to guarantee all schedules and costs in amounts set forth under Section 255.05, Florida Statutes and hold valid contracting and engineering/architectural licenses within the State of Florida.

Nothing in the City's relationship with the TPM firm will diminish the responsibility of architects, construction managers, contractors, subcontractors, and vendors for the quality of their work and products, timeliness of work and delivery, safety, legal compliances, and warranties. The City intends that entities overseen by the TPM firm will themselves be held at risk by the TPM firm for on-time, on-budget, quality-specific performance.

**NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE CITY RESERVES THE RIGHT, AFTER THE SELECTION OF A TPM FIRM, TO REQUIRE THE FIRM SO SELECTED TO OFFER A GUARANTEED MAXIMUM PRICE AND GUARANTEED COMPLETION DATE(S) IN WHICH CASE, THE TPM FIRM IN ADDITION TO PROVIDING APPROPRIATE SURETY BONDS AS REQUIRED HEREIN AND PURSUANT TO SECTION 255.05 FLORIDA STATUTES MUST ALSO HOLD DESIGN AND CONSTRUCTION SUBCONTRACTS.**

The City may use the services of an independent cost-estimating professional/firm to validate the construction program costs prior to acceptance of a Guaranteed Maximum Price. If the City, in its sole discretion, finds that the TPM firm's Guaranteed Maximum Price for a task order or an individual project exceeds the independent cost estimator's analysis of appropriate market conditions and if the TPM firm then fails to reduce its costs to comply with such market conditions, the City reserves the right to terminate the TPM firm's contract. The TPM firm shall be expected to cooperate with the Owner's independent cost estimator and to schedule the work, so it does not impede the schedule for the various tasks. The City retains its rights to modify these provisions at its sole discretion.

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## Pre-design and Design Services

The TPM firm will be fully responsible for all aspects of the design of all projects encompassed in its contract with the City, including pre-design, schematic design, design development, construction documents, contract administration, planning, and budgeting. The TPM firm will be required to develop a program that facilitates the use of qualified local design professionals to complete the construction documents so long as the use of such local design professionals constitutes the best and most cost-effective use of public funds. The City understands that, in some instances, this may not be practical or cost-efficient and that, in those instances, the TPM may be allowed to self-perform certain aspects of the design services with prior approval of the City. The scope of pre-design and design services include but are not limited to:

- a) Develop project-specific specifications as required within City-approved budget parameters and with the consultation and involvement of City Staff.
- b) Develop design standards and master specifications to promote replication and re-use of plan components among projects when appropriate.
- c) Develop a master program budget and cash flow schedule for each and all of the program phases and component projects and items of work and categories of expense within each such project including site acquisitions, infrastructure development, legal fees, consultant fees, testing, environmental remediation, all aspects of construction, furnishings, fixtures, playgrounds/athletic fields, landscaping, and contingencies. Maintain strict cost controls to meet price guarantees for all design and construction services.
- d) Develop and maintain an electronic document management system for all plans, construction documents, record drawings, legal documents, financial schedules, and other schedules and documents related to all work undertaken.
- e) Schedule and coordinate all site testing and analysis, geotechnical tests, surveys, and environmental analyses required for the projects. These sub consultants will be contracted directly to the TPM firm and/or the design professional under contract to the TPM Firm.
- f) Develop all required submittals to all local, state, and federal agencies and represent the City in securing all necessary reviews and approvals.
- g) Ascertain and qualify the City for incentive awards and funding from state or federal government based on the use of cost-effective designs and construction methods.

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- h) Solicit, receive, and evaluate proposals, manage interviews, and negotiate contracts for professional design services consultants (architects/engineers) for those projects within the TPM firm's assigned program of work. Recommend the selection of architects to the City in accordance with the State of Florida Consultant's Competitive Negotiation Act. Review designs and plans as they are being developed and oversee all phases of design for constructability within budget and for consistency with design standards and re-use capacity.
- i) Manage and oversee the services, contracts, and payments to consultants.
- j) Develop a master schedule for the entire program and each component project showing duration, responsibility, and precedence for all activities. Considering the available labor pool and market demands on contractors and subcontractors, publish, and manage specific timetables in order to avoid slowdowns due to material or labor shortage and ensure orderly, continual progress on all aspects of construction. Develop preliminary and master bidding schedules for all phases of all projects. TPM firm must have a keen understanding of the construction market conditions in northwest Florida and a proven track record of successful projects under the TPM format within the past five (5) years.
- k) Provide value engineering, quality assurance, and quality control review and services.
- l) Develop necessary strategies for bulk purchasing or early procurement of major building systems to achieve optimum price advantages.
- m) Assist the City and its staff in the planning and development of the overall capital improvement program and its prioritized project listing to complete the work within the time period specified and to comply with requirements of bondholders, if any, as well as state or federal agencies as to design or construction requirements.

#### 1. Management of Construction

- a) Conduct technical review of plans, prepare bidding documents, and conform final plans to budget and timetable so as to substantially reduce subsequent change orders.
- b) Organize and manage the process of selecting construction managers, contractors and vendors by others by either (A) pre-qualifying bidders, filing all legal notices, leading all pre-bid conferences, managing bid opening, evaluating bids, and recommending bid awards to the City or (B) enter into negotiations for required construction services based on qualifications as may be allowed by Florida law and holding all such subcontracts negotiated.

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- c) Develop and administer a City direct payment program for materials and supplies that are to be incorporated into the work.
- d) Provide continuous on-site construction management throughout the construction phase for all projects as may be assigned by the Owner. This service shall include but not be limited to:
  - a. Function as the overseer and owner's representative with respect to all contractors and vendors not holding direct contracts with the TPM firm.
  - b. Conduct regular weekly on-site meetings for each project involving the design firm, other consultants as needed, contractors, and city staff.
  - c. Maintain daily on-site project log and schedule for each project and each component of each project.
  - d. Provide a superintendent with direct performance responsibility and on-site duties for each major project and each group of smaller projects. The TPM firm's superintendent will oversee day-to-day job activities, inspect work for conformance with plans and specifications, ensure compliance with construction budgets and schedules, oversee quality assurance testing and inspection programs, including job safety, and maintain a record copies of all contract documents on-site.
  - e. Manage and oversee the services, contracts, and payments to Construction Management firms for those projects which are assigned by the Owner to a Construction Manager for completion.
  - f. Process, approve, and present all requests for payment for all construction services according to a draw schedule developed in cooperation with City's Director of Operations.
  - g. Update and manage performance according to project schedules, detailed contractor and subcontractor schedules, submittal schedules, inspection schedules, and occupancy schedules.
  - h. Manage change-orders including implementing a system for reviewing, verifying, and processing any requests for changes. Estimate all change order costs, seek alternative methods of accommodating needs within budget, negotiate change orders with vendors, and present all change orders to the City.

## 2. Post Construction Services and Activities

- a) Develop detailed schedules of close-out activities, solicit punch list items from assigned City representatives, verify correction of defects and completion of unfinished items, perform electrical, structural, and other inspections, and certify substantial and final completion of each project to the City.
- b) Coordinate move-in and occupancy, including obtaining a certificate of occupancy for each project either directly or through a Construction Manager. Manage installation of all equipment and coordinate staff move-in and orientation to use of new or remodeled facilities either directly or through a Construction Manager.
- c) Develop and present to the City specific performance reports on each project, including compliance with educational specifications, budgets, and schedules.
- d) Provide overall warranty coverage for all aspects of all projects and manage warranty work for one year, following the final completion of each project unless warranty period is specified differently in any Task Order project assignment.
- e) Secure manuals and warranties including collecting and organizing all operating manuals and warranty documents and update asset conditions in the City's CMS program. Carry out training of maintenance and other personnel in the operation and maintenance of new systems associated with the completion of remodeling, addition, renovation, or new construction projects.

## 3. Self-Performance

- a) Respondents should indicate the extent of self-performance, if any, in architectural and engineering services, general contractor services, or any other construction or maintenance-related services. Respondents shall also indicate methods to encourage and utilize local providers of services.

## **I. PROPOSER MINIMUM QUALIFICATIONS**

The Request for Qualifications (RFQ) for Construction Total Program Management outlines specific minimum qualifications that prospective bidders must meet to be considered for the project. Bidders are required to demonstrate a minimum of 5 years of proven experience in providing total program management services within the construction industry, supported by evidence of successfully completed projects. Additionally, all bidders must hold the requisite certifications and licenses mandated by relevant regulatory bodies in the project's jurisdiction.

A comprehensive understanding of construction management principles, encompassing scheduling, budgeting, risk management, quality control, and procurement, is imperative. Bidders must assemble a team of qualified personnel with backgrounds in construction management, architecture, engineering, and project management. Financial stability is a crucial consideration, necessitating evidence of the bidder's capacity to manage project finances effectively. Adequate liability insurance coverage to mitigate potential risks associated with the project is mandatory.

Moreover, bidders are expected to furnish references from previous clients or projects, showcasing their ability to deliver total program management services proficiently. Compliance with all applicable laws, regulations, safety standards, and environmental requirements is non-negotiable. Transparency regarding potential conflicts of interest and strategies for their effective management is essential.

Furthermore, bidders must demonstrate sufficient capacity and resources, including access to technology, equipment, and skilled manpower, commensurate with the project's scope and scale. The RFQ underscores the significance of adherence to paragraph format to ensure clarity and uniformity in submissions.

## **J. PROPOSER PREFERRED QUALIFICATIONS**

The City of Crestview seeks candidates with a proven track record of managing construction projects in municipalities, counties, or school districts of comparable size and complexity to our own, overseeing a minimum of 15 facilities. Preference will be given to those who have navigated the unique challenges of municipal environments, including regulatory compliance, stakeholder management, and budget constraints.

## **K. REMUNERATION**

1. The City intends to compensate the TPM firm within, not in excess of, the overall budget for any project assigned. Respondents should detail the methods by which their services will save, not add to, project costs and should enumerate specific at-risk provisions.
2. The City intends to negotiate a performance-based fee and progress payment schedule for TPM services, which rewards timely completion of certain "milestone events". The City intends to share savings achieved below Guaranteed Maximum Price based on a negotiated arrangement including savings sharing that incents performance by the TPM or Construction Management firms.
3. The City intends to disincentive failure to achieve on-time or on-budget performance by making deductions in negotiated fees and delaying progress payments and withholding incentive payments. The City may include in any TPM contract provisions for liquidated damages.
4. The City intends those entities, including architects, construction managers, and contractors overseen by the TPM firm, will be at risk for on-time and on-budget performance.
5. The City reserves the right to provide Builders Risk insurance coverage through its own insurance program for construction projects.
6. All project contingency fund amounts will be under the control of the City as Owner and will not be subject to the shared savings incentive plan.

## **IV. INSTRUCTIONS FOR COMPLETION OF PROPOSALS**

### **L. SUBMITTING PROPOSALS**

1. Proposers shall submit their response as outlined in Section IV.B below. The Technical Proposal will not include any references to cost, price, or billable rates.
2. Proposals must be submitted in person or by mail. Proposals submitted by any other means or methods will NOT be accepted. The proposal will be deemed non-responsive and not considered for award.
  - a. It is the sole responsibility of the Proposer to ensure their proposals reach the City before the Due Date and Time.
  - b. Proposers are strongly encouraged to provide adequate submission time to ensure receipt of their proposals before the Due Date and Time. Late proposals will not be accepted, nor will additional time be granted to any potential Proposer.
3. Failure to provide all information, inaccuracy, or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Conversely, the City reserves the right to ask for specific information from a Proposer where a Proposer did not provide requested information.

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4. Proposers are encouraged to use the following format for proposals:
  - a. All pages should be single-sided, single-spaced, with one (1) inch margins, using an appropriate type of font and size.
  - b. Identify the RFQ number and Proposer name on every page submitted.
  - c. Include a table of contents identifying all aspects of the proposal (including exhibits and any addenda) with sufficient detail to facilitate easy reference to all requested information.

## **M. TECHNICAL PROPOSAL CONTENT**

### **FIRM QUALIFICATIONS AND EXPERIENCE – TAB “A”**

#### **1. Cover Letter. (2 pages)**

The cover letter shall provide a summary of the services to be provided, list the project manager/key point of contact, and explain the primary reason the Proposer would be the best choice for the contract. The cover letter must be signed by an authorized officer or employee of the firm who has authority to negotiate and contractually bind the organization. The title of the authorized officer or employee, their name, address, e-mail, and phone number must be included. The City intends to correspond only with Proposer’s authorized officer or employee for all correspondence regarding this RFQ. Submitting accurate and updated contact information is the responsibility of the Proposer. Obligations committed by such signatures shall be binding.

#### **2. Corporate Background Information (2 pages maximum)**

- a. Legal name, address, and telephone numbers of the principal office (national headquarters), project office and local office (if applicable). If services will be provided from additional locations, provide this same information for these offices.
- b. Year established.
- c. Type of organization (partnership, corporation, etc.).
- d. Name, title, address, e-mail, and telephone number of the person to whom correspondence shall be directed.
- e. Description of the services usually provided by firm.
- f. Description of projects performed for agencies in the State of Florida during the last 3 years.

### **3. Organizational Qualifications and Experience**

Describe the firm's qualifications for performing similar, relevant, or related services. Identify the team's experience pertaining to the following:

- a. Technical capabilities in terms of personnel, equipment and materials, method of assigning work, and procedures for maintaining level of service.
- b. Developing, evaluating, performing construction projects in the TPM format.
- c. Developing innovative approaches and problem solving.
- d. Specific knowledge of Florida's requirements that may relate to the scope of services.
- e. Completing projects within established schedules and budgets.

### **4. Key Individuals and Qualifications.**

Identify and include qualifications of specific individuals to be assigned to the project including the individual(s) who would be assigned overall responsibility for performing the services.

- a. Include project team resumes. Indicate the Project Team by name and title and specify which services the individuals will provide to the City. Resumes should focus on projects or work performed that is similar in scope to this type of work.
- b. Provide a project team organizational chart indicating the primary role and responsibility of each team member.
- c. The proposal should clearly associate specific staff with tasks, estimate the percentage of time they will be available to the project and their qualifications.
- d. Submit short experience statements for each identified individual, including prime personnel, and their key qualification and experience which makes them suited for their proposed assignment on the project. Full resumes can be included as an appendix to the proposal. Every effort should be made to ensure that staff resources identified in the proposal would be available for the project in the event an agreement is awarded to your firm.

## **5. Litigation.**

Provide a summary of any litigation, claim(s), or contract dispute(s) which have been finalized and/or decided by a court of law, which were filed by or against the firm in the past five (5) years. The summary should state the nature of the project, litigation, claim, or contract dispute, a brief description of the case, the outcome, and the monetary amounts involved. The disclosure can be limited to:

- a. Cases, which are related to contractual services provided in the regular course of business.
- b. The regional/district office that will be supporting this contract.
- c. Sanctions: List any regulatory or license agency sanctions.
- d. Lost Accounts: Provide a complete list of all accounts lost due to early dissolution or non-renewal. Include contact names and telephone number, length of service at each account, and reason for the loss. This list can be limited to the regional/district office, which will be supporting this contract, and may be limited to the past five (5) years.
- e. Canceled Accounts: Provide a complete list of all accounts canceled/terminated by the Proposer prior to the expiration date. Include contact name and telephone number, length of service provided, and reason the firm chose to cancel the contract. This list can be limited to the regional/district office that will be supporting this contract and may be limited to the past five (5) years.
- f. Contract Denial: Indicate if your firm has been denied a contract award on which you submitted the best proposal. If so, explain in detail.

## **6. Financial Plan**

Each respondent is required to submit documentation to demonstrate that their business is fiscally and operationally sound, with sufficient human and financial resources necessary to: (1) fulfill the implicit and explicit contractual obligations identified in this solicitation and (2) provide the level of services required by the specifications that result from the solicitation process. The following documentation is required to be submitted with your response to this solicitation, or your response will be disqualified.

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Respondents are required to submit the following items:

1. Preferred Documentation: Surety Bond commitment letter in the amount stated below.

The surety bond commitment letter must:

- a. Be written by a Surety that (1) holds a certificate of authority authorizing it to write surety bonds in Florida and (2) has a minimum A.M. Best's Rating of "A-" (or industry equivalent).
- b. Be on Surety's letterhead.
- c. State that the Surety will provide a Surety Bond (Performance Bond and/or Payment Bond (see item (d) below) in the amount of the Respondent's contract.
- d. Are used to fulfill any portion of the final contract, then the commitment letter should include both a Performance Bond and a Payment Bond.

The Surety shall also maintain a current certificate of authority as an acceptable Surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, current revision. If the amount of the bond exceeds the underwriting limitations set forth in Circular 570, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in Circular 570 and the surety shall provide evidence satisfactory to the City that the amount in excess of the net retention is protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, Revised September 1, 1978 (31 CFR Section 223.10, Section 223.11).

**IMPORTANT:** Required Surety value may be increased or decreased during the negotiation phase and/or contract term if the contract value changes. The City shall determine the actual amounts of the performance and/or payment bonds, based upon the final specifications agreed in the award. Surety will be required to provide Surety Bond through a licensed Florida agent within ten days after the City's approval of the final agreement. Prior to the Performance and Payment Bonds being delivered to the City, the bonds shall be recorded by the awarded Respondent, in the public records of Okaloosa County, Florida and the bonds delivered to the City shall indicate such recording has been executed.

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Performance and Payment Bond Assurances are required by Section 255.05, Florida Statutes for all construction projects with a contract value greater than \$200,000 and may be required for construction projects with a contract value of \$200,000 or less.

2. Substitute Documentation: Audited Financial Statements.
  - a. Submit the Respondent's two (2) most recent fiscal years' complete, audited Financial Statements, including income statement, balance sheet, statement of owner's equity, statement of cash flows, management analysis and discussion, and financial notes sections.
  - b. Provide the name, title, address, and phone number of the financial officer of the Respondent responsible for providing this information.
  - c. The Respondent's audited financial statements will be evaluated by the City's Director of Finance and/or designee(s) to determine the Respondent's ability to meet the implicit and explicit contractual obligations identified in this solicitation and provide the level of services required by the specifications that result from the solicitation process.

#### **SIMILAR PROJECTS, PAST PERFORMANCE – TAB "B"**

- a. Client References. Provide a list of three former clients and representative services in size and scope undertaken in the last three (3) years, demonstrating experience relevant to this RFQ.
- b. Provide each reference's contact person's name, title, address, phone number and email address.
- c. In addition, provide the dates of engagement of services, information, cost of services and total annual contract, description of services, and member(s) of the team including any sub-consultants that performed the services.
- d. Unless otherwise stated herein to submit references in a different manner, please complete and submit **Reference Form (Attachment 9)** with your proposal response.
- e. Describe any significant or unique awards received or accomplishments made in previous, similar projects.

NOTE: Please do not include projects completed or currently underway with the City of Crestview.

## **PROJECT APPROACH/WORK PLAN – TAB “C”**

- a. Work Plan/Technical Approach/Project Management. Outline your project management approach including how you will address competing timelines and inter-project dependencies. Submit a work plan for each task for carrying out the scope of services described in this RFQ, including strategy, tools, techniques, critical path items, and decision points which reflect an understanding of the City’s requirements. Assumptions, desired outcomes, and deliverables must be included as part of your firm’s approach to each major task area.
- b. Schedule: Describe the task and overall project schedule; highlighting any critical path items and essential input or staff requirements. Provide a project implementation schedule for proposed services including any management and planning strategies.
- c. Confirm the adequacy of resources, including personnel, availability of personnel, labor, equipment and supply resources, and other requirements to provide the requested services.
- d. Provide a clear statement of the specific services and tasks to be performed. Include information concerning each task and staff committed to accomplish each task.
- e. Explain any proposed innovative concepts that may enhance the value and quality of the services to be performed.
- f. Validate the current and projected workload of Firm.

## **RFQ REQUIRED FORMS – TAB “D”**

Proposers shall include all applicable and properly executed forms under Tab D. Ensure review and completion of **Attachments #1-#10** and the following listed below:

**Insurance Certificates.** Provide copies of your current liability and workers’ compensation Certificates of Insurance. The successful Proposer(s) will be required to provide Certificate(s) of Insurance evidencing coverage as required in the Insurance Requirements within five (5) business days of the notification of intent to award. Note: Policies other than Workers’ Compensation shall be issued only by companies authorized to conduct business in the State of Florida, with active certificates of authority issued by the State of Florida, Department of Insurance.

**Proof of Licenses/certification.** Please include copies of applicable licensure/certification, including but not limited to: Provide proof of proper State of Florida business licensure and professional certification(s)/registration(s) in the State of Florida. Provide proof of corporate registration to operate in the State of Florida by the Department of State, Division of corporations. Information concerning certification can be obtained at: <http://dos.myflorida.com/sunbiz/>. Please note: certification must be for active status only.

**CONTINUED ON NEXT PAGE**

**Local Business Tax Receipt.** Provide a copy of your Local Business Tax Receipt. In accordance with Section 205.065, Florida Statutes, a current Department of Professional Regulation certificate may be provided in lieu of a Local Business Tax Receipt, with a copy of the corresponding Occupational License of the home state, county, or city.

**Tax Identification Number (TIN).** All Proposers shall furnish a completed W-9 with proposal submittal. A tax identification number is required to do business with the City.

**Certification of Florida Minority Business Enterprise.** (If applicable)

**ADDITIONAL INFORMATION – TAB “E” (No assigned points)**

Proposers may include a section for appendices, including promotional material or supporting documentation not otherwise requested herein. Please clearly designate this section in your response. This will be for informational purposes only and is not included in the 50-page count. Proposers may provide video files they deem to be beneficial for the review of the proposal. Videos will be for informational purposes only.

**V. PROPOSAL EVALUATION**

**N. EVALUATION CRITERIA**

All proposals submitted in response to this RFQ will be reviewed for responsiveness by the Director of Finance or Designee prior to referral to the evaluation committee. A technical evaluation committee will then evaluate all responsive proposals in accordance with the criteria and points noted below, using a rating scale of 1 to 5. The evaluation committee shall select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services, and shall conduct discussions with, and may require public presentations by, no fewer than three firms regarding their qualifications, approach to the project, and ability to furnish the required services.

**CONTINUED ON THE NEXT PAGE**

<b>Stage of Evaluation</b>	<b>Description</b>	<b>Maximum Score</b>
Technical Evaluation	Cover Letter	Pass/Fail
	Completed Forms/Exhibits	Pass/Fail
	Company Overview	15
	Specific Experience and Past Performance	25
	Project Approach	35
	Certified Minority Business Enterprise	5
Formal Presentation or Informal Interview	Formal Presentations/Informal Interviews	20
<b>Optional</b> Extra Points Preferred Qualifications		

**Rating Scale:**

1	Far below expectations, a poor response that minimally meets the requirements.
2	Below expectations, a fair response that meets the requirements in an adequate manner. Demonstrates an ability to comply with guidelines, parameters, and requirements with no additional information put forth by the offeror.
3	Meets expectations, a good response that meets all the requirements and has demonstrated in a clear and concise manner a thorough knowledge and understanding of the subject matter. An average or slightly above average performance with no apparent deficiencies noted.
4	Exceeds expectations, a very good response that provides useful information, while showing experience and knowledge within the category. The proposal is well thought out and addresses all requirements set forth. The offeror provides insight into their expertise, knowledge and understanding of the subject matter.
5	Far exceeds expectations, a superior response that is highly comprehensive, excellent reply that meets all requirements of the areas within that category. Considered to be an excellent standard, demonstrating the offeror's authoritative knowledge, and understanding of the project.

## **O. FORMAL PRESENTATIONS/INFORMAL INTERVIEWS**

Formal presentations or informal interviews will be held with no fewer than two (2) of the most qualified firms. After formal presentations and informal interviews are complete, a preliminary notice of award will be issued to the top ranked Proposer(s).

In accordance with Florida Statute 286.0113, the oral interviews, presentations, and evaluation committee meetings will be exempt from the public meeting requirement (F.S. 286.011) in cases where the following activities occur:

(b)1. Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution.

2. Any portion of a team meeting at which negotiation strategies are discussed is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution.

(c)1. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.

2. The recording of, and any records presented at, the exempt meeting are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever occurs earlier.

## **P. COMPETITIVE NEGOTIATIONS**

After staff recommendation and approval by the Council, the City shall enter negotiations for a contract with the most qualified professional(s). If negotiations are not successful, the originating department shall formally terminate negotiations with the most qualified firm and shall commence negotiations with the second most qualified firm. If negotiations are not successful, the originating department shall formally terminate negotiations with the second most qualified firm and shall commence negotiations with the third most qualified firm. If the City is unable to negotiate a satisfactory contract with any of the selected firms, the City may select additional firms responding to the RFQ in the order of their competence and qualification and continue negotiations in the same manner until an agreement is reached.

## **VI. POST AWARD INFORMATION**

### **Q. CONTRACT TERM**

The successful Proposer will receive a contract for five (5) years with the option for one five (5) year extension upon mutual consent.

It is anticipated that a contract would be awarded with a start date of June 1, 2024 through May 30, 2029. Proposer agrees to provide awarded services as specified in the RFQ document for this initial period.

Extensions of the initial term will be based on progress towards meeting program deliverables and outcomes and continued funding.

Proposer also accepts and agrees that any contract awarded as a result of this RFQ may be terminated if the RFQ award is successfully appealed and the contract subsequently awarded to another Proposer.

### **R. FUNDING**

Contracts are contingent upon municipal budget approval and State and/or Federal funds being made available to the City.

## **VII. GENERAL TERMS AND CONDITIONS**

### **S. PROPOSAL PREPARATION COSTS**

The City shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

### **T. PROPOSAL WITHDRAWAL**

To withdraw a proposal, the Proposer must properly withdraw its proposal before the deadline for submitting proposals. After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the deadline for submitting proposals.

### **U. PROPOSAL AMENDMENT**

The City shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless the City formally requests such in writing.

### **V. PROPOSAL ERRORS**

Proposers are liable for all errors or omissions contained in their proposals. Proposers will not be allowed to alter proposal documents after the deadline for submitting a proposal.

### **W. NON-WAIVER**

The City's failure to address errors or omissions in the proposals shall not constitute a waiver of any requirement of this RFQ by the City.

## **X. QUALIFICATIONS/INSPECTION**

Proposals will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Proposer's facilities, equipment, personnel, and organization at any time, or take any other action necessary to determine Proposer's ability to perform. The RFQ Coordinator reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform.

## **Y. PROHIBITION OF PROPOSER TERMS & CONDITIONS**

A Proposer may **not** submit the Proposer's own contract terms and conditions in response to this RFQ. If a proposal contains such terms and conditions, the City, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

## **Z. ASSIGNMENT AND SUBCONTRACTING**

1. The Proposer may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the City. The City must approve each subcontractor in writing. The substitution of one subcontractor for another may be made only at the discretion of the City and with prior, written approval from the City.
2. Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFQ, shall be the prime contractor and shall be responsible for all work performed.
3. Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverage or Contractor may insure subcontractors under its own policy.

## **AA. JOINT VENTURES**

All Proposers intending to submit a proposal as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Department of Business and Professional Regulations, Construction Industry Licensing Board and/or any other state or local licensing Agency prior to submitting a proposal response. Please refer to Section 489.119 Florida Statutes.

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation for the project.

## **BB. INDEPENDENT PRICE DETERMINATION**

OMITTED

## **CC. RFQ AMENDMENT AND CANCELLATION**

The City may amend this RFQ in writing at any time. The City also reserves the right to cancel or reissue the RFQ at its sole discretion. If an amendment is issued, it shall be posted and made available through the City's website. Proposers shall respond to the final written RFQ and any exhibits, attachments, and amendments.



**DD. RIGHT OF REJECTION**

1. The City reserves the right, at its sole discretion, to reject all proposals or to cancel this RFQ in its entirety.
2. Any proposal received which does not meet the requirements of this RFQ may be considered nonresponsive, and the proposal may be rejected. Proposers must comply with all the terms of this RFQ and all applicable State and City laws and regulations. The City may reject any proposal that does not comply with all the terms, conditions, and performance requirements of this RFQ.
3. The City reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the City. Where the City waives minor variances in proposals, such waiver does not modify the RFQ requirements or excuse the Proposer from full compliance with the RFQ. Notwithstanding any minor variance, the City may hold any Proposer to strict compliance with the RFQ.

**EE. PROPOSAL EVALUATION PROCESS**

The evaluation process is designed to award the procurement to the Proposer with the best combination of attributes based upon the evaluation criteria. The City reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. If clarifications are made because of such discussion, the Proposer shall put such clarifications in writing.

**FF. AWARD PROCESS**

Up to three firms may be invited back for formal presentations or informal interviews. Should the agency be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the agency determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The agency shall then undertake negotiations with the second most qualified firm. If no agreement is successfully reached with the second most qualified firm, the agency must terminate negotiations. The agency shall then undertake negotiations with the third most qualified firm. Should the agency be unable to negotiate a satisfactory contract with any of the selected firms, the agency shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached.

Notwithstanding, the City reserves the right to add terms and conditions, deemed to be in the best interest of the City, during final negotiations. Any such terms and conditions shall be within the scope of the RFQ and shall not affect the basis of proposal evaluations and will be incorporated in a purchase order. The City may negotiate with the apparent best evaluated Proposer.

**GG. BACKGROUND CHECKS**

By submitting a proposal, Proposer warrants that prior to the commencement of any work any employees assigned to the City will have passed a criminal background check, including drug testing performed at no costs to the City so that only qualified personnel of integrity will be furnished by Proposer and in conference with Federal and State Law. Proposer warrants they are in compliance with Florida Statute 166.0442, Proposer agrees to defend, indemnify, and hold harmless the City, its officers, directors and employees for any claims, suits or proceedings alleging a breach of this warranty. The criminal background search must be performed by a third-party consumer reporting agency and include a City criminal search in each City in which the individual has lived or worked in the last seven years; social security validation and trace, along with a search against the National Sex Offender Registry. If the background check reveals any convictions or charges pending adjudication, aside from minor driving violations, the Proposer must immediately notify the City.

#### **HH. EXCLUSION OR DEBARMENT**

A person or affiliate who has been placed on the convicted Consultant/Firm list following a conviction for a public entity crime may not submit a Proposal on a Contract to provide any goods or services to a public entity, may not submit a Proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a Consultant/Firm, supplier, Sub-Contractor or Consultant/Firm under a Contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 (Current Edition), for CATEGORY TWO (2) for a period of thirty-six (36) months from the date of being placed on the convicted Consultant/Firm list.

Affirm that none of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owners, are excluded or debarred from participating in or being paid for participation in any Federal or State program. The Proposer shall submit their UEI number in their proposal that will be used to verify such status on the federal System for Award Management (SAM).

#### **II. DISCLOSURE OF PROPOSAL CONTENTS**

All Proposers are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

#### **JJ. PROPRIETARY INFORMATION**

In accordance with Chapter 119, Florida Statutes (Public Records Law); and except as it may be provided by other applicable State and Federal Law, all Proposers should be aware of the RFQ document, and the responses thereto are in the public domain. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing, specifically the applicable exempting law.

**CONTINUED ON NEXT PAGE**

A generic notation that information is "confidential" is not sufficient. Failure to provide the Procurement and Contract Management Division with a detailed explanation and justification including statutory cites and specific reference to your Proposal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire Proposal being subject to disclosure in accordance with Chapter 119 Florida Statutes.

**KK. INSURANCE**

The successful Contractor will be required to provide and maintain insurance as required and listed in **Exhibit C** before commencing work on the contract.

**LL.LICENSURE**

Before a contract pursuant to this RFP is signed, the Proposer must hold all necessary, applicable business and professional licenses. The City may require any or all Proposers to submit evidence of proper licensure. Required business and professional licenses must be held and be in effect for the full term of an awarded contract and for any extension/renewal periods. All license, permit, impact, or inspection fees due to the City as required throughout the contract are the responsibility of the contractor.

**MM. GOVERNING LAW**

If an award is made, the contract will be made in the City of Crestview and shall be governed and construed in accordance with the laws of the State of Florida. Any action relating to the Contract shall be instituted and prosecuted in the courts of Okaloosa County, Florida.

**NN. FEDERAL, STATE, AND LOCAL LAWS**

The successful Proposer must operate in conformity with all applicable, federal, state, and local laws, ordinances, orders, rules, and regulations pertaining to work. It is the responsibility of the awarded Proposer to ensure that all permits and/or licensees required for operation are valid and current. Failure to comply with this provision may cause to cancel any contract awarded, and the award will be made to the next lowest, responsive, responsible Proposer.

**OO. NON-DISCRIMINATION**

There shall be no discrimination as to race, sex, color, creed, age, or national origin in the operations conducted under any resulting contract.

**PP. PUBLIC AGENCY**

It is intended that other public agencies (i.e., city, special district, public authority, public agency, and other political subdivisions of the State of Florida) shall have the option to participate in any agreement created as a result of this RFQ with the same terms and conditions specified, including pricing. The City shall incur no financial responsibility in connection with a purchase order from another public agency. The public agency shall accept sole responsibility for placing orders and making payment to the Proposer.

**QQ. ADDITIONAL PURCHASES**

Following the award, the City may dispense with separate bidding for additional purchases of like item(s) from the successful Proposer within a twelve (12) month period from the initial purchase date provided that the Proposer agrees to provide the like item(s) at the same discounted price and under the same terms and conditions as the previous award.

**RR. EXTENSIONS**

The City reserves the right to extend any contract past the end term date (once the initial term of three years, and both one-year renewals have been completed) upon mutual agreement and under the same pricing, terms and conditions for continual service and supplies while a new contract is being solicited, evaluated and/or awarded for a period not to exceed six (6) months.

**SS. INVOICES AND PAYMENT TERMS**

Invoices are to be mailed to the City department(s) specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number, product description and reference to back ordered items. Failure to comply may result in delayed payments. Payments will be made pursuant to Section 218.70, Florida Statutes, "Local Government Prompt Payment Act."

**TT. COMPLIANCE**

Late, incomplete, incorrect deliveries or excessive backorders will be documented, and performance evaluated when considering contract continuation or extension. Inaccurate or erroneous billing will also be documented and monitored for the purpose of evaluating performance when considering continuation or extension of contract. Failure to meet quoted delivery timeframes, or inaccurate or erroneous invoices (as determined by the Purchasing Department) may be cause for the City to cancel the balance of the awarded purchase order and award will be made to the next lowest Proposer. Failure to receive City concurrence for substitutions or alternates will be documented and considered when evaluating continuation or extension of contract.

**UU. DEFAULT**

In case of default by the awarded Proposer, the City may procure the goods or services from another source and may recover the loss thereby from any unpaid balance due to the selected Proposer, or by any other legal means available to the City. The City may also ban selected Proposer up to two years from future solicitations for default.

**VV. TERMINATION FOR CAUSE**

If either party fail to substantially perform its obligations in accordance with any Agreement awarded, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty-day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon

not less than fifteen (15) days advance written notice. In the event of such termination based upon Contractor default, the City reserves the right to purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth herein and the actual cost thereof to the City. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

**WW. TERMINATION FOR CONVENIENCE**

The City reserves the right, in its best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

**FF. CANCELLATION FOR UNAPPROPRIATED FUNDS**

The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**GG. F.O.B. POINT**

All prices quoted shall be F.O.B destination to the City of Crestview at the project location, freight prepaid (Proposer pays and bears freight charges, Proposer owns goods in transit and files any claims), excluding sales tax. The City is exempt from Federal Excise and Transportation taxes.

**HH. E-VERIFY**

A. Consultant/Firm is advised that Florida law requires each party to a public contract must register with and use the E-Verify system administered by the Social Security Administration and U.S. Citizenship and Immigration Services. Additionally, if a public contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with unauthorized persons. The contractor must maintain a copy of the affidavit for the duration of the contract.

**CONTINUED ON NEXT PAGE**

By submitting your Bid/Proposal, Consultant/Firm represents and warrants (a) that the Consultant/Firm is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the Consultant/Firm employees are legally eligible to work in the United States, and (c) that the Consultant/Firm has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

- B. A mere allegation of Consultant/Firm's intent to use and/or current use of unauthorized workers may not be a basis to delay the City's award of a Contract to the Consultant/Firm unless such an allegation has been determined to be factual by ICE pursuant to an investigation conducted by ICE prior to the date the Contract is scheduled to be awarded by the City.
- C. Legitimate claims of the Consultant/Firm's use of unauthorized workers must be reported to both of the following agencies:
  - 1. The City's Purchasing Department at 850.682.1560 ext. 246: and
  - 2. ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE
- D. In the event it is discovered that the Consultant/Firm's knowingly violates the E-Verify requirements, or that a subcontractor knowingly violated the E-Verify requirements, the City is required to terminate this contract or order the Consultant/Firm to terminate the contract with the subcontractor immediately. This will not be considered a breach of contract. Additionally, the City may debar the Consultant/Firm from bidding on all City Contracts for a period of up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.

## **XX. PROHIBITION AGAINST CONTINGENT FEES**

The Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure an Agreement as a result of this solicitation process, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement as a result of this solicitation process.

## **YY. PROTESTS**

The City encourages Proposers to resolve issues regarding requirements or the procurement process through written correspondence and discussions. The City is committed to fostering relationships with its Proposers to encourage an ongoing pursuit to fulfill requirements.

Protest Procedures:

**All protests and required bonds shall be filed in accordance with the City's Purchasing Procedures Manual.**

The protester's failure to comply with these procedures shall constitute a waiver of any right to further the RFQ Protest and shall constitute a failure to exhaust administrative remedies.

**VIII. ATTACHMENT #1 – PUBLIC ENTITY CRIMES**

**CITY OF CRESTVIEW, FLORIDA  
REQUEST FOR QUALIFICATIONS **RFQ 24-03-28**  
CONSTRUCTION TOTAL PROGRAM MANAGEMENT**

SWORN STATEMENT UNDER SECTION 287.133 (3) (A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract \_\_\_\_\_ **[number/title]**
  
2. This sworn statement is submitted by \_\_\_\_\_ **[name of company/firm]**  
whose business address is \_\_\_\_\_ and (if applicable) Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_)
  
3. My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_
  
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
  
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

**Page 1 of 3 ATTACHMENT #1**

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.
- c. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power

to enter into a binding contract for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies)**

\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order)

**Page 2 of 3 ATTACHMENT #1**



\_\_\_\_The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

\_\_\_\_The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date:

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of  physical appearance or  online notarization, this \_\_\_\_\_ day of \_\_\_\_ 20\_\_, by \_\_\_\_\_ who is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires:

Notary Public

**Page 3 of 3 ATTACHMENT #1**

**IX. ATTACHMENT #2 – DRUG FREE WORKPLACE**

**CITY OF CRESTVIEW, FLORIDA  
QUALIFICATIONS RFQ 24-03-28  
CONSTRUCTION TOTAL PROGRAM MANAGEMENT  
DRUG-FREE WORKPLACE CERTIFICATION**

The below signed Bidder certifies that it has implemented a drug-free workplace program. To have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

Bidder/Contractor Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_ FEIN: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date

**X. ATTACHMENT #3- CONFLICT OF INTEREST STATEMENT**

**CITY OF CRESTVIEW, FLORIDA  
QUALIFICATIONS RFQ 24-03-28  
CONSTRUCTION TOTAL PROGRAM MANAGEMENT]  
CONFLICT OF INTEREST STATEMENT**

A. THIS SWORN STATEMENT IS SUBMITTED

BY \_\_\_\_\_  
[Name of entity submitting sworn statement]

whose business address

is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number  
(FEIN) is \_\_\_\_\_.

My name is \_\_\_\_\_ and my relationship to the  
above entity is \_\_\_\_\_.

[Please print name of individual signing]

B. CONFLICT OF INTEREST

1. The entity hereby submits a proposal/offer to RFQ # \_\_\_\_\_ for  
\_\_\_\_\_ Services.
2. The AFFIANT has made a diligent inquiry and provided the information in this  
statement affidavit based upon its full knowledge.
3. The AFFIANT states that only one submittal for this solicitation has been  
submitted and tendered by the appropriate date and time and that said above  
stated entity has no financial interest in other entities submitting a proposal  
for the work contemplated hereby.
4. Neither the AFFIANT nor the above-named entity has directly or indirectly  
entered into any agreement, participated in any collusion or collusive activity,  
or otherwise taken any action which in any way restricts or restrains the  
competitive nature of this solicitation, including but not limited to the prior  
discussion of terms, conditions, pricing, or other offer parameters required by  
this solicitation.
5. Neither the entity nor its affiliates, nor anyone associated with them, is  
presently suspended, or otherwise prohibited from participation in this  
solicitation or any contract to follow thereafter by any government entity.
6. Neither the entity nor its affiliates, nor anyone associated with them, have any  
potential conflict of interest because and due to any other clients, contracts,  
or property interests in this solicitation or the resulting project.
7. I hereby also certify that no member of the entity's ownership or management  
or staff has a vested interest in any City Division/Department/Office.

**Page 1 of 2 ATTACHMENT #3**

8. I certify that no member of the entity's ownership or management is presently  
applying, actively seeking, or has been selected for an elected position within  
the City of Crestview government.

9. In the event that a conflict of interest is identified in the provision of services, I, the undersigned, will immediately notify the City in writing.

C. NON-COLLUSION PROVISION CERTIFICATION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

D. LOBBYING CERTIFICATION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member or Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying," in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this Conflict of Interest and Non-Collusion Statement, is truthful and correct at the time of submission.

Proposer/Contractor Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ FEIN: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date

**Page 2 of 2 ATTACHMENT #3**

**XI. ATTACHMENT #4 – LIABILITY & INDEMNIFICATION**

**CITY OF CRESTVIEW, FLORIDA  
QUALIFICATIONS RFQ 24-03-28  
CONSTRUCTION TOTAL PROGRAM MANAGEMENT  
LIABILITY & INDEMNIFICATION FORM**

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement.

Bidder/Contractor Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ FEIN: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date

**XII. ATTACHMENT #5 ADDENDUM RECEIPT ACKNOWLEDGEMENT**

**CITY OF CRESTVIEW, FLORIDA  
QUALIFICATIONS RFQ 24-03-28**

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

By the signature(s) below, I/we, the undersigned, as authorized signature to commit the firm, certify that the information as provided in the Addendum Receipt Acknowledgement Certification, is truthful and correct at the time of submission.

Bidder/Contractor Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ FEIN: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date

**XIII. ATTACHMENT #6 – PUBLIC ACCESS FORM**

**CITY OF CRESTVIEW, FLORIDA  
REQUEST FOR QUALIFICATIONS RFQ 24-03-28  
PROPOSAL FOR Construction Total Program Management  
PUBLIC ACCESS FORM**

\_\_\_\_\_, as Proposer, shall comply with the requirements of Florida’s Public Records law. In accordance with Section 119.0701, Florida Statutes, Contractor shall:

- a. Keep and maintain public records required by the public agency in order to perform the service.
- b. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida’s Public Records Law or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if Contractor does not transfer the records to the public agency: and
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**PAGE 1 OF 2 ATTACHMENT #6**

- e. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN:

Maryanne Schrader, City Clerk, (850) 682-1560 Extension 250, cityclerk@cityofcrestview.org, 198 North Wilson Street, P.O. Box 1209, Crestview, Florida 32536

- f. In the event the public agency must initiate litigation against Contractor in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the public agency because Contractor failed to provide access to public records responsive to a public record request, the public agency shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness, fees, and expert witness fees extended as part of said litigation and any subsequent appeals.

Bidder/Contractor Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ FEIN: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date

**PAGE 2 OF 2 ATTACHMENT #6**



#### **XIV. ATTACHMENT #7 CERTIFICATION RE: SCRUTINIZED COMPANIES**

"Company" means Contractor throughout this exhibit. Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into, or renewing contracts with a local government for goods or services over one million dollars if that company is on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or that is engaged in business operations in Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies may not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel, if bidding, submitting proposals, entering into, or renewing contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and is not participating in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, any contract with the City for goods or services of any amount may be terminated at the option of the City if the company (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of the City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Syria.

This Certification is deemed amended by any amendments to Fla. Stat. 287.135 binding on the City.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this Contractor Certification Regarding Scrutinized Companies, is truthful and correct at the time of submission.

Bidder/Contractor Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ FEIN: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date

**Page 2 of 2, Attachment #7**

**XV. ATTACHMENT #8 SUBCONTRACTOR PARTICIPATION**

<input type="checkbox"/> No Subcontracting (of any kind) will be utilized on this project.		Solicitation Number: RFP <b>24-03-28</b>	
Title: Construction Total Program Management		Total Project Amount: \$	
Subcontractor Minority Code (if applicable)	Company Name	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract
Federal ID	Address Phone, Fax, Email		Dollar Value
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			

Minority Code	Code Description	Minority Code	Code Description
(MBE) AA	African American	(MBE) NA	Native American
(MBE) A	Asian/Pacific Islander	WBE	Woman-Owned Business Enterprise
(MBE) H	Hispanic	VBE	Veteran-Owned Business Enterprise

When applicable, the Proposer will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in the **Proposed Schedule of Subcontractor Participation**, is truthful and correct at the time of submission.

Bidder/Contractor Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_ FEIN: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date

**Page 2 of 2, Attachment #8**

**XVI. ATTACHMENT #9 REFERENCES**

<b>Reference 1:</b>	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:
<b>Reference 2:</b>	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:
<b>Reference 3:</b>	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

The Proposer shall complete and submit this Reference Form as a part of their response. The contact person provided shall be a person who has personal knowledge of the Proposer’s performance for the specific requirements listed and is aware the City may be contacting them.

**XVII. ATTACHMENT #10 STATEMENT OF "NO SUBMITTAL"**

If you do not intend to submit on this solicitation, please complete and return this form prior to the date shown for receipt of proposals to:

City of Crestview  
 198 North Wilson Street  
 P.O. Box 1209  
 Crestview, Florida 32536

I/WE HAVE DECLINED TO SUBMIT A PROPOSAL FOR \_\_\_\_\_,  
 [Number] titled \_\_\_\_\_ [ TITLE] for the following  
 reason(s): [Please place a check mark (✓) next to the reason(s) as applicable]

(✓)	Reason
	Proposal requirements too "restrictive".
	Insufficient time to respond to the solicitation.
	We do not offer this service.
	Our schedule would not permit us to perform.
	Unable to meet requirements.
	Unable to meet insurance or bond requirements.
	Scope of Services unclear (please explain below).
	Other (please specify below).

REMARKS:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Bidder/Contractor Name: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_ FEIN: \_\_\_\_\_

\_\_\_\_\_  
 Authorized Signature                      Printed Name/Title                      Date

**[END OF DOCUMENT]**